

THIS INSTRUMENT PREPARED BY:

Derrill L. McAteer, Esquire
THE HOGAN LAW FIRM, LLC
20 S. Broad Street
Post Office Box 485
Brooksville, Florida 34605-0485
(352) 799-8423

RETURN TO :

Ms. Tina Chavez
Sumter County Administration
910 North Main Street
Bushnell, FL 33513

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DRAINAGE EASEMENT AGREEMENT
BETWEEN SUMTER COUNTY AND
SANDRA E. OSTEN

THIS DRAINAGE EASEMENT AGREEMENT is made this _____ day of _____, 2010, by and between the Board of County Commissioners of Sumter County, Florida (hereinafter referred to as "County"), a subdivision of the State of Florida, and, SANDRA E. OSTEN (hereinafter referred to from time to time in this Agreement as "Owner").

WHEREAS, SANDRA E. OSTEN is the owner of real property located within Sumter County, Florida, being located at 10463 COUNTY ROAD 115A OXFORD, FL 34484, more particularly described as Sumter County Parcel Identification Number : D21=026, legally described according to the Sumter County Property Appraiser as BEG 166.42 FT W & 60 FT S OF NE COR OF GOVT LOT 1 RUN S 270 FT W 161.66 FT N 270 FT E 161.66 FT TO POB (hereinafter referred to as the "Property"); and,

WHEREAS, the Parties have determined that it is in the best interests of Owner and the County to for the Owner to grant and County to accept an easement and to install specific improvements in and along the Property, as shown and described in attachment "A", attached hereto and incorporated herein, *in haec verba* (hereinafter referred to as the "Easement Premises"), and the County shall place, construct, repair, maintain, relocate and replace thereon and/or thereunder, the improvements described in Exhibit "A", and the County shall at all times have the right to keep the Easement Premises clear of all structures, obstructions, trees, shrubs, undergrowth, etc., for purposes of providing drainage as indicated by attachment "A"; and,

WHEREAS, the County has offered and Owner has accepted a payment of \$1.00 as consideration of the grant of easement described herein.

Therefore, in consideration of the foregoing recitals, which are acknowledged as accurate and incorporated as if stated herein, *in haec verba*, the Parties mutually agree as follows:

1. Owner hereby grants and conveys to County a perpetual drainage easement along, in, on and over the Easement Premises, subject to the description and details described therein, to survey, construct, operate, maintain, install, remove and/or replace utility structures in, along, and upon the Easement Premises, or to allow such construction maintenance by licensed third party utility providers as is necessary for the installation and maintenance of such drainage, together with all reasonable rights of ingress and egress across those portions of the Easement Premises as are necessary solely for the exercise of the rights expressly granted herein.

2. Upon exercising the right of ingress and egress as contemplated by this easement, County shall use its best efforts not to cause any damage or destruction to, or interruption of, the normal use of the

Property by Owner, his successors or assigns. After any construction, operations or maintenance activities have been conducted, as contemplated by this agreement, County shall attempt in good faith, to the extent reasonably practical, to restore the Property to its original condition. County does not warrant or take responsibility for the activities of licensed third party utility providers which may conduct work in the Easement Premises. Grantor recognizes that no contents of this or any other easement or agreement between the parties constitutes a waiver of Sumter County's sovereign immunity.

3. County agrees that Owner shall have the right to grant other nonexclusive easements over, along, or upon the Easement Premises; provided, however, that any such other easements granted after the date hereof shall be subject to the easement herein granted; and provided, that Owner shall first obtain County's written consent to the terms, nature and location of any such other easements, so as to not unreasonably interfere with the rights granted to County.

4. Owner hereby reserves the right to use the Easement Premises in any manner that will not prevent or materially interfere with the exercise by County of the rights granted hereunder; provided, however, that Owner shall not materially obstruct, or permit to be materially obstructed, access to the Easement Premises at any time whatsoever without the prior, express written consent of the County, which consent shall not be unreasonably withheld or delayed.

5. All rights, title and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In witness whereof, the parties have executed or have caused this instrument to be executed by their proper officers duly authorized to do so.

Sandra E. Osteen
SANDRA E. OSTEN

Witness: Christie Kelley
Witness: Seafame Davis

STATE OF FLORIDA }
COUNTY OF SUMTER }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and County aforesaid to take acknowledgments, personally appeared Sandra E. Osteen who is personally known to me, or provided FL Dr Lic as identification, and who did/did not take an oath, and said persons acknowledged before me the execution of the foregoing instrument.

Betty E. Comis 2/26/10
Notary Public
My commission expires:

County of Sumter
Board of County Commissioners

NOTARY PUBLIC-STATE OF FLORIDA
Betty E. Comis
Commission #DD857833
Expires: FEB. 05, 2013
BOND THRU ATLANTIC BONDING CO., INC.

Doug Gilpin, Chairman

ATTEST:

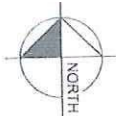
Gloria Hayward, Clerk of the Circuit Court

Deputy Clerk

Approved as to form
for reliance of Sumter County only:

County Attorney

SKETCH OF DESCRIPTION
NOT A FIELD SURVEY



SHEET 1 OF 1

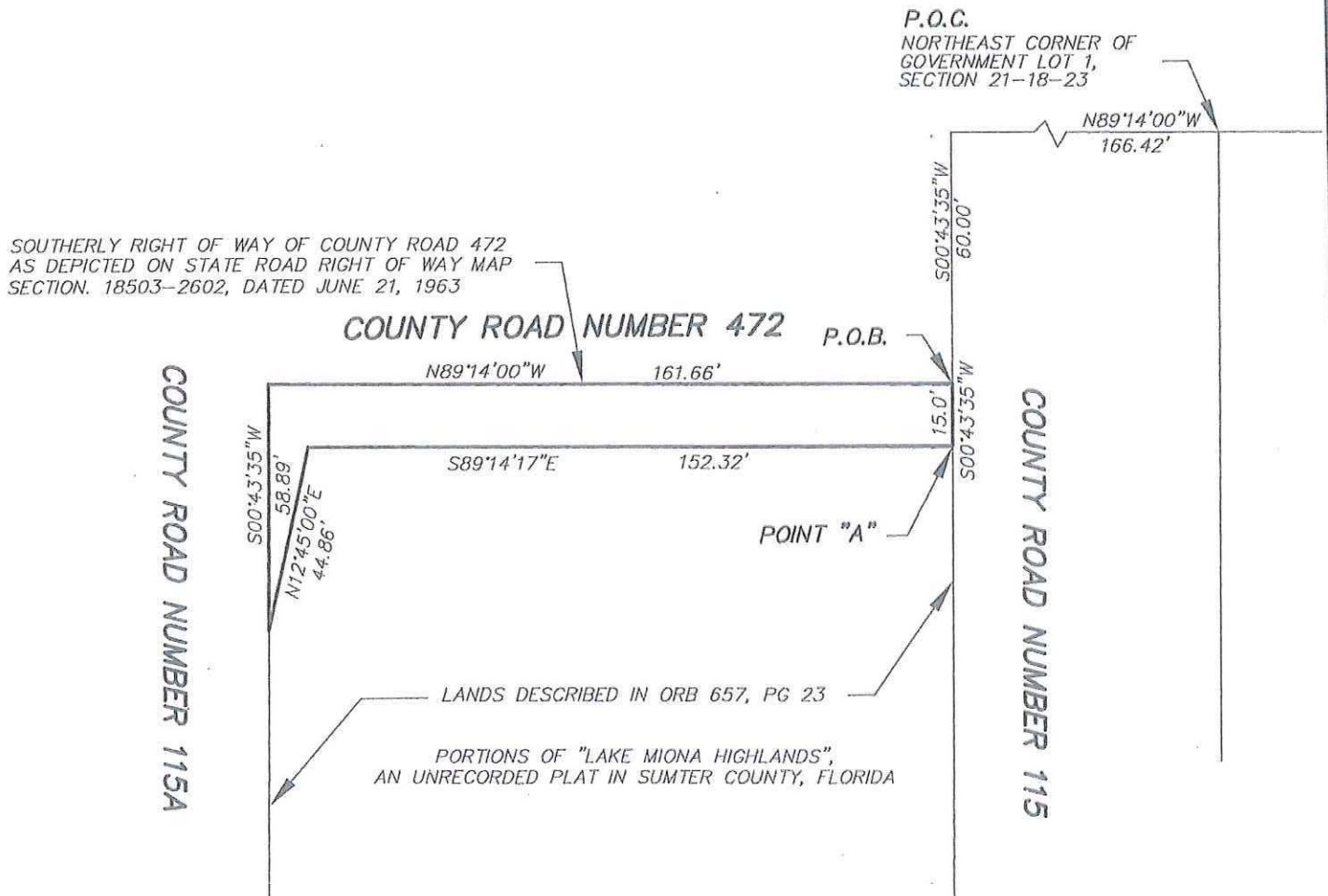
SCALE: $1'' = 40'$

LEGAL DESCRIPTION:

A STRIP OF LAND LYING SOUTHERLY OF AND ADJOINING THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 472 AND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN ORB 657, PG 23, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE N89°14'00"W, 166.42 FEET; THENCE S00°43'35"W, 60.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN ORB 627, PG 23, SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE S00°43'55"W ALONG THE EAST LINE THEREOF 15.00 FEET TO A POINT HEREBY DESIGNATED AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN ALONG THE BOUNDARIES OF SAID LANDS THE FOLLOWING TWO (2) COURSES: N89°14'00"W, 161.66 FEET; THENCE S00°43'35"W, 58.89 FEET; THENCE DEPARTING SAID BOUNDARY, N12°45'00"E, 44.86 FEET; THENCE S89°14'17"E, 115.32 FEET TO THE AFORESAID POINT "A" TO CLOSE.

CONTAINING 2,630 SQ FT MORE OR LESS.



1/25/10
DATE

William S. Barley
 WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 3815



**FARNER
BARLEY**
AND ASSOCIATES, INC.

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3126